

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In re:	)	
	)	
<b>JESSICA JADE DUNN, f/k/a</b>	)	
<b>Jessica NMN Bergo,</b>	)	
<b>Debtor,</b>	)	<b>Case No. 04-32035-GFK</b>
		<b>Chapter 7</b>

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<b>TRAVIS D. DUNN,</b>	)	
	)	
<b>v.</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>JESSICA JADE DUNN,</b>	)	<b>Adv. Proc. No. 04-3278</b>
	)	
<b>Defendant.</b>	)	

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**DEFENDANT'S ANSWER TO COMPLAINT AND COUNTERCLAIM**

**ANSWER**

For her answer to the complaint of Plaintiff, Travis D. Dunn, the Defendant and Debtor, Jessica Jade Dunn states and alleges as follows:

I.

That except as specifically admitted, or otherwise qualified, each and every allegation in the Complaint is denied.

II.

Defendant admits the allegations contained in paragraphs No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 14, and 17.

III.

Defendant admits that portion of paragraph No. 11 which states that the Debtor has stated her intention of surrendering the Ford Focus to Affinity Plus.

(5) 12

IV.

Defendant admits that portion of paragraph No. 12 which states that the Debtor agreed to assume the liability in the parties' Divorce Decree.

V.

Defendant denies that Plaintiff has a contingent claim against Debtor for \$5,000.00 plus attorney fees and costs as stated in paragraph No. 18. Debtor denies that \$10,926.06 is owed to Plaintiff as is alleged in Paragraph 16 of the Complaint but does admit that whatever sum is owed to Plaintiff should be discharged pursuant to the bankruptcy proceeding. Defendant admits she did not pay \$10,195.63 within 30 days of the Judgment and Decree as is alleged in Paragraph 15 of the Complaint but denies that any interest is due on said sum of money or any costs of collection.

VI.

Defendant denies paragraph No. 19 which states that Debtor is unable to show that she does not have the ability to pay the debt owed to Plaintiff. In fact, debtor reasserts that she does not have the ability to pay the debt to Affinity Plus and that Plaintiff has the ability to pay such debt.

VII.

Defendant denies paragraph No. 20 which states that Debtor is unable to show that discharging the debt owed to Plaintiff would result in a benefit to the Debtor that outweighs the detrimental consequences to Plaintiff. Plaintiff could have acquired possession of the 2001 Ford Focus and eliminated any deficiency judgment. Plaintiff has failed to mitigate his damages and has a substantially greater income than Debtor.

**COUNTERCLAIM**

For her Counterclaim, Defendant states:

I.

That the true and correct name of Defendant is Jessica Jade Dunn; that she currently resides at 508 Center Street, Apartment A, Decorah, Iowa, 52101.

II.

That Defendant is currently employed at Good Samaritan Nursing Home in Preston, Minnesota and has a net monthly take home pay in the amount of \$970.87. The

Defendant's living-expenses alone exceed this amount of take home pay as demonstrated by Schedule J of her Voluntary Petition. Additionally, Defendant's personal possessions are of minimal value as demonstrated more precisely by Schedule B of her Voluntary Petition. Defendant owns no real property.

III.

That Defendant filed bankruptcy in order to discharge debts to creditors which she was unable to pay due to her lack of valuable possessions and wealth.

IV.

That Defendant did surrender her 2001 Ford Focus in said bankruptcy to Affinity Credit Union in order to discharge her debt to said Credit Union.

V.

That Defendant has sufficiently demonstrated through her bankruptcy petition and surrender of the 2001 Ford Focus that she does not have the ability to pay the debt owed to Plaintiff.

VI.

That Defendant is a full-time student and Plaintiff is not a student.

VII.

Plaintiff is currently employed as a Wabasha County surveyor and Debtor believes he has a gross monthly income of approximately \$2,000.00 per month. Plaintiff's income is greater than Defendant's net monthly take home pay as an attendant at Good Samaritan Nursing home. Defendant works only 56 hours per pay period. Plaintiff owns real estate in the form of homestead property, legally described as Lot 7, Block 22, in the Village of Mazeppa, Wabasha County. Debtor asserts Plaintiff has substantial equity in this real estate. Defendant currently rents an apartment in Decorah, Iowa, and owns no real estate.

VIII.

That Defendant's lower income and greater monetary needs as a full-time student make it impossible for the Plaintiff to show that discharging the debt owed to Plaintiff, whether actual or contingent, would result in a benefit to the Debtor that outweighs the detrimental consequences to Plaintiff. Plaintiff has produced no evidence to the contrary.

IX.

Defendant assets that any money owed to Affinity Plus by Plaintiff is the result of Plaintiff's failure to take possession of the 2001 Ford Focus and mitigate his damages.

X.

That Defendant has a contingent claim against Plaintiff for reasonable attorney fees and costs pursuant to Paragraph 9 of the Judgment and Decree for divorce incurred in defending against Plaintiff's claims.

XI.

Debtor alleges Plaintiff has made this Complaint in bad faith asserting an unfounded position solely to harass Debtor and as a result Debtor requests that the Court award her judgment for attorney's fees and costs.

WHEREFORE, Petitioner prays for the Judgment and Decree of this Court as follows, to-wit:

1. Dismissing Plaintiff's pretended cause of action together with an award of costs and disbursements to Defendant.
2. Determining and adjudging that the claims, actual and contingent, of Plaintiff, Travis D. Dunn, are not excepted pursuant to the provisions of 11 U.S.C. Section 523(a)(15) from any discharge which the Debtor may receive.
3. Affirming the Debtor's discharge of indebtedness in her bankruptcy case 04-32035, including a discharge of the marital debt owed to Plaintiff in the amount of \$10,926.06.
4. Granting judgment for reasonable and necessary costs incurred by Defendant as a result of this proceeding.
5. For such other and further relief as the Court deems just and equitable.

Dated: 6/30/04



Brett A. Corson  
Attorney for Defendant  
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June 30, 2004  
04-7347

United States Bankruptcy Court  
200 U. S. Courthouse  
316 N. Robert St.  
St. Paul, Minnesota 55415

RE: Travis Dunn vs. Jessica Dunn  
Case no. 04-32035-GFK  
Adversary complaint no. 04-3278

Dear Reader:

Please find enclosed for filing my certificate of representation, answer and counter-claim on Jessica Jade Dunn, and affidavit of mailing to show that a copy has been served upon the Plaintiff Travis Dunn at his address of 457 Short St., P.O. Box 102, Mazeppa, Minnesota 55956.

Very truly yours,



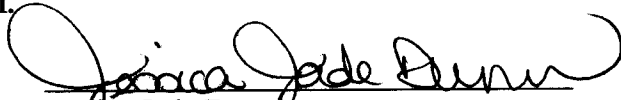
Brett Corson  
CORSON LAW OFFICES/  
PRESTON

BC:hl  
Enclosures

State of Minnesota     )  
  ) ss.  
County of Fillmore     )

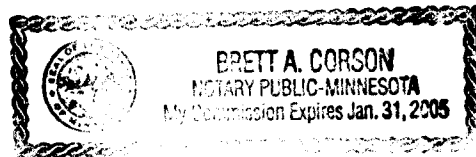
VERIFICATION

The undersigned, Jessica Jade Dunn, f/k/a Jessica Bergo, Defendant and Debtor herein, being duly sworn, states that she has read the above and foregoing Answer and Counterclaim, and the statements therein are true to the best of her knowledge, information, and belief.

  
Jessica Jade Dunn

Subscribed and sworn to before me this  
30<sup>th</sup> day of June, 2004.

  
Notary Public



UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In Re:

JESSICA JADE DUNN, F/K/A  
Jessica NMN Bergo,

Debtor,

Case no. 04-32035-GFK

Chapter 7

TRAVIS D. DUNN,

Plaintiff,

vs.

JESSICA JADE DUNN,

Defendant.

Adv. Proc. No. 04-3278

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\*(ONLY THE INITIAL FILING ATTORNEY/PARTY NEEDS TO  
COMPLETE THIS FORM)

Pursuant to Rule 104.1 of the Code of Rules for the District Court, this form must be completed and filed with the court administrator at the time of filing or 7 days after the initial filing date.

LIST ALL ATTORNEYS/PRO SE PARTIES INVOLVED IN THIS CASE.

ATTORNEY FOR PETITIONER(S)

ATTORNEY FOR RESPONDENT(S)

(If not known, name party & address)

Travis D. Dunn

Jessica Jade Dunn

Name of Party

Name of Party

Attorney Name  
457 Short St.  
P.O. Box 102  
Mazeppa, Minnesota 55956

Brett A. Corson  
Attorney Name  
CORSON LAW OFFICES  
P.O. Box 65  
Preston, Minnesota 55965  
(507) 765-2121  
205990

MN Atty. ID No.

MN Atty. ID No.

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

-----  
In Re:

JESSICA JADE DUNN, F/K/A

Jessica NMN Bergo,

Debtor,

Case no. 04-32035-GFK

Chapter 7

TRAVIS D. DUNN,

Plaintiff,

**AFFIDAVIT OF MAILING**

vs.

JESSICA JADE DUNN,

Defendant.

Adv. Proc. No. 04-3278  
-----

STATE OF MINNESOTA    )  
                                  ) ss.  
COUNTY OF FILLMORE    )

Harriet Lawston, being first duly sworn upon oath, deposes and says:

1. That your affiant is of legal age, a resident of Fillmore County, Minnesota, and is not a party to the above-entitled action.

2. That on the 1st day of July, 2004, your affiant deposited in the United States Mail, at the City of Preston, Minnesota, properly enclosed in a sealed envelope, with prepaid postage thereon, a copy of the attached:

Answer and counter-claim of Jessica Dunn

Addressed to: Travis Dunn  
457 Short St.  
P.O. Box 102  
Mazeppa, Minnesota 55956

3. That on that day there was regular mail to said last address of said addressee.

10-10-04



Harriet Lawston  
Harriet Lawston

Subscribed and sworn to before me  
this 1st day of July, 2004.

Brett Corson  
Notary Public

